



BUILDING TRUST



Sika Corporation

### **Building Owner's Agreement for Photovoltaic (PV) Installations**

Owner's Name:

Building Name:

Building Address:

Warranty #:

PV Manufacturer:

Solar Integrator:

Roofing Applicator:

Anticipated PV Installation Start Date:

#### **Acknowledgements:**

- Owner acknowledges that it intends to install a photovoltaic (PV) system on the roof of the above referenced building ("Project").
- Owner further acknowledges that Sika Corporation ("Sika") manufactured and/or supplied the roofing system that has been, or, in the case of a new roofing project, will be, installed on the above referenced building (the "Roofing System") and that Sika has issued, or, in the case of a new roof installation and subject to the requisite inspections and repairs, intends to issue a warranty for the Roofing System (the "Roofing Warranty").
- Owner acknowledges and agrees that, in the case of an existing Roofing System, the Roofing Warranty shall be suspended during the installation of the PV System, and in the case of a new Roofing System installation, Sika will not consider issuing the Roofing Warranty until completion of the installation of the PV System. Owner further acknowledges and agrees that the determination of whether to issue, reinstate and continue such Roofing Warranty is within the commercially reasonable discretion of Sika. Owner further acknowledges and agrees that in order for Sika to consider whether to issue, reinstate, or continue the Roofing Warranty, Owner and the Solar Integrator shall fully comply with the Sika Photovoltaic Installation/Warranty Continuation Policy (the "PV Policy"), a copy of which is attached as Exhibit A, as well as the

August 8, 2014

#### **SIKA CORPORATION • ROOFING**

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terms of this Agreement. To the extent of any conflict between the PV Policy and the terms of this Agreement, this Agreement shall govern and control.

Submittals:

- This signed form and all required documentation regarding the PV System being installed, including, without limitation, information regarding the PV panel manufacturer, installation details and roof plans, should be submitted at least 3 weeks prior to start of the PV system installation. Owner acknowledges and agrees that its submission of the foregoing information is solely for purposes of Sika's determination of whether to continue or to issue the Roofing Warranty following the installation of the PV System as the case may be. Owner further acknowledges that Sika assumes no liability or responsibility whatsoever, nor makes any representations or warranties, express or implied, with respect to the PV System, its design or installation.
- If a Roofing Warranty has been issued for a Project with a pre-existing Roofing System, a Pre-PV Inspection and a Post-PV Inspection are required. The fee for each inspection is \$500. If a Roofing Warranty has not been issued for a new Roofing System installation in connection with a Project, a technically acceptable "final" inspection for warranty issuance of the newly-installed Roofing System" must be completed prior to the installation of the PV System. This "final" inspection takes the place of, and shall serve as, the Pre-PV Inspection and shall be conducted at no cost to Owner or solar integrator. In all cases a Post-PV Inspection is required in connection with a reinstatement, continuation or issuance of the Roofing Warranty. Fees for such inspections are payable in advance prior to reinstatement of an Roofing Warranty for an existing Roofing System or the issuance of a Roofing Warranty for newly-installed Roofing Systems.

Responsibilities:

- Any penetrations or alterations to the Roofing System, or any repairs to the Roofing System identified in a Pre-PV or Post PV inspection, must be performed to Sika's commercially reasonable satisfaction by an authorized Sika applicator. The applicator that performed the original installation should be used to perform the repairs unless specifically agreed to in advance and in writing by Sika. The cost of any required repairs not otherwise covered by the Roofing Warranty shall be borne by either the Solar Integrator or Owner. Notwithstanding the foregoing, with respect to a new Roofing Installation, any repairs to the Roofing System identified during the final inspection for warranty issuance (i.e., the Pre-PV Inspection) shall be performed by the roofing contractor that installed the Roofing System and such contractor's expense.

August 8, 2014

- All flashings of the PV System and related penetrations through the Roofing System (the “Flashings”) must be done by the authorized Sika applicator that performed the original installation, or such other authorized Sika applicator as shall be agreed to in advance by Sika, in compliance with, and in satisfaction of, Sika’s requirements for the issuance of warranties.
- If either OMG Powergrip or U-Anchor anchoring components are being included as part of, or incorporated in, the PV system being installed at the Project, in order for Sika to reinstate or issue a Roofing Warranty, as the case may be, these components must be installed in accordance with the PV Policy. Sika shall have no responsibility or liability for any damages, leaks, defects, reduction in service life or loss of performance in the Roofing System, or other problems or claims that may result, either directly or indirectly, from any and all aspects of the use and installation of such anchoring components on the Roofing System.
- Owner acknowledges and agrees that, notwithstanding the reinstatement of the Roofing Warranty, the Roofing Warranty does not cover, and Sika expressly disclaims any and all responsibility and liability for, and Owner expressly waives any claims against Sika for, any damages, leaks, defects, changes in appearance, reduction in service life, loss of performance of, or detrimental effects to, the Roofing System (“Claims”) that result from, are related to, or arise out of, directly or indirectly, the installation, operation, use, or presence of the PV System on the Roofing System, except to the extent that a Claim relates to the Flashings and/or the installation thereof.
- Owner agrees to defend, indemnify and hold Sika and its affiliates and subsidiaries, and its and their officers, directors, employees and agents, harmless from and against and all claims (including without limitation third party claims), liabilities losses, damages, fines, penalties, costs and expenses (including reasonable attorney’s fees) resulting from or arising out of or in connection with (i) death, personal injury or damage to real or personal property caused by or arising from the PV System or the installation, operation, use or presence thereof, (ii) Claims relating to the Roofing System that result from, or caused by, the PV System or the installation, use, operation or presence thereof.
- It is the Owners responsibility to remove and replace any overburden (PV System, ballast, slip sheets), at owners expense, in order to provide access to the roofing system for the purpose of investigation and to the extent covered by the Roofing Warranty, repair of leaks.
- Should damage occur to the roofing system during the installation, removal, or replacement of the overburden, owner agrees to pay the repair costs necessary to repair leaks and/or bring the roof into a warrantable state.
- The Owner is responsible for rendering the PV System inoperable and safe (i.e., no electricity to, from, or within the PV System) prior to any investigation or repair of a leak and the PV System shall remain so until all such investigation and/or repair work is fully completed. Sika shall not

August 8, 2014

be responsible for any loss (loss of income, loss of electricity, increase electrical costs, loss of property, loss of use, etc.) and any other consequential, incidental, indirect or special damages, which Owner may incur as a result of rendering the PV System inoperable and safe.

- The undersigned understands and accepts the foregoing acknowledgements and responsibilities and certifies that all the submittals are accurate.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Building Owner or Building Owner's Authorized Agent

Title:

Date:

August 8, 2014